REQUEST FOR PROPOSAL

PERMANENT SUPPORTIVE HOUSING HOUSING SUPPORT TEAM

PERMANENT SUPPORTIVE HOUSING PROGRAM DEPARTMENT OF HEALTH AND HOSPITALS OFFICE OF MENTAL HEALTH REGION III

RFP # 305PUR-DHHRFP-PSH-REGION3-OBH Proposal Due Date/Time: 08/31/2010 04:00 PM CDT

Release Date: 08/02/2010

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Glossary

DHH: Department of Health and Hospitals

Must: Denotes a mandatory requirement

Shall: Denotes a mandatory requirement

Should: Denotes a preference, but not a mandatory requirement

Will: Denotes a mandatory requirement

OMH: Office of Mental Health

PSH: The DHH cross-disability initiative for Permanent Supportive Housing, funded through federal CDBG funds

LLA: Local Lead Agency; the agency selected by DHH to be responsible for implementing the PSH program in the region

Housing First: an evidenced-based model of delivering services to chronically homeless and disabled individuals approved by the Substance Abuse and Mental Health Services Administration

Housing Support Team: a team of social services professionals comprised of a team leader, community support specialists, and peer specialists who provide housing support services for tenants/households residing in PSH units

Team Leader/Tenant Services Liaison: A master's level professional who provides the overall leadership for the Housing Support Team and ensures positive relationships with landlords and property managers.

Community Support Specialist: a bachelor's level professional who serves as a Housing Support Team member and who provides assessment, planning, referral and life skills training to tenants.

Peer Support Specialist: a person self-identified as having received mental health or addictions services, or is a family member of a person who has mental health or addictions services needs. This position serves as a Housing Support Team member and provides life skills trainings and housing supports to tenants.

E&P System: The Housing Establishment and Preservation System is monies set aside to assist tenants with approved necessary costs associated with obtaining and maintaining housing

Community Development Block Grant (CDBG): Federal monies received by the State of Louisiana, Office of Community Development, to fund the PSH initiative.

GAAP: Generally Accepted Accounting Procedures

HUD: Housing and Urban Development

Go Zone: Gulf Opportunity Zone Act of 2005 or Go Zone Act offers several tax benefits to properties built and placed into service in the GO Zone region after hurricanes Katrina and Rita. The federal government offers help to bring back life once again to the affected areas and rebuild the economies of the state.

I. GENERAL INFORMATION

A. Purpose of RFP

The purpose of this RFP is to solicit proposals from qualified proposers that provide community based services for persons with disabilities. A contract is necessary to select a provider for the delivery of housing based support services to persons with disabilities, including those who are homeless or families with a member who has a disability who obtain housing through the State of Louisiana Permanent Supportive Housing (PSH) Initiative in Region III.

B. Background

- The mission of the Department of Health and Hospitals is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
- 2. DHH is comprised of the Bureau of Health Services Financing (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Mental Health, Office for Addictive Disorders, the Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to DHH.
- 3. DHH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
- 4. The Road Home Plan developed by the Louisiana Recovery Authority (LRA) calls for the production of affordable housing for persons with disabilities and provides Supportive Services Grants to Department of Health and Hospitals (DHH) through the use of Community Development Block Grant (CDBG) funds.
- 5. The Louisiana Department of Health and Hospitals (DHH)) has designated five Local Lead Agencies (LLAs) within the Go Zone to work in partnership with Project Sponsors on the Supportive Services component of the Permanent Supportive Housing (PSH) initiative. The Region III Office of Mental Health (OMH) is the Local Lead Agency for Assumption, Lafourche, St. Charles, St. James, St. John the Baptist, St. Mary, and Terrebonne parishes. The specific services facilitated through the LLA will depend on individual needs and focus on assisting the individual/household to obtain and maintain housing. This includes but is not limited to completing an application for housing, obtaining utilities necessary for the housing, money management to ensure rent and utilities are paid, skills training to ensure the unit is maintained properly, linkages to mental health, developmental disabilities, substance abuse treatment, and support/assistance in developing the behaviors necessary to maintain tenancy. The Region III OMH PSH program is anticipating serving a total of 120 PSH households by June 2011.
- 6. Permanent Supportive Housing (PSH) is a housing unit that is: safe and secure; affordable to the eligible target population (monthly rent generally does not exceed 30% of monthly household income); and permanent. Occupancy of a PSH unit continues as long as the tenant pays rent, complies with the terms of the lease, and obeys all applicable Louisiana

landlord/tenant laws. In addition, the tenant of a PSH unit is eligible to receive housing-based support services that are: flexible; responsive to his or her individual needs; available when needed and delivered where he or she lives.

- 7. The LLA is required to manage the PSH Program to ensure the following:
 - All target populations have access to the PSH registry. The LLA will conduct extensive outreach as well as work closely with community providers staff to ensure understanding of the referral process;
 - Any DHH/DSS required registry preferences/priorities are properly implemented;
 - Applicants are referred to available units in a timely manner;
 - Referred applicants are (a) interested in that location, (b) eligible for the location, (c) have an income to afford the rent and utilities at the location, and (d) can uphold the lease responsibility (with supports if needed).

C. Invitation to Propose

The Region III Office of Mental Health is inviting qualified proposers to submit proposals for services to provide housing based support services in accordance with the specifications and conditions set forth herein. Given the large geographic area of the region, Region III OMH will accept joint proposals from two or more community service providers who choose to join together to ensure the provision of supportive services across the region. Should a joint proposal be accepted, one entity will be designated as the lead.

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

D. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Karen Schilling Region III Office of Mental Health Permanent Supportive Housing Program 6907 Alma Street Houma, LA 70364

985-876-8877 985-876-8880 (fax) Karen.Schilling@LA.GOV

2. This RFP is available in PDF at the following link:

http://www.dhh.louisiana.gov/publications.asp?ID=1+CID=25 http://www.prd.doa.louisiana.gov/OSP/LaPAD/bidlist.asp?department-4

3. All communications relating to this RFP must be directed to the DHH RFP contact person named above. All communications between Proposers and other DHH staff members concerning this RFP are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

E. Proposer Inquiries

- 1. The Department will consider written inquiries regarding the RFP or Scope of Services before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via the above fax number or email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the websites identified in III G.
- 2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

F. Schedule of Events

DHH reserves the right to deviate from this Schedule of Events

| Schedule of Events | Tentative Schedule |
|---|--------------------------|
| Public Notice of RFP | |
| | August 2, 2010 |
| Deadline for Receipt of Written Questions | August 16, 2010 |
| | 4:00pm CDT |
| Response to Written Questions | August 20, 2010 |
| | |
| Deadline for Receipt of Proposals | August 31, 2010 |
| | 4:00pm CDT |
| Proposal Evaluation | Begins September 2, 2010 |
| | |
| Contract Award Announced | |
| | September 10, 2010 |
| | |
| Contract Negotiations Begin | September 13, 2010 |
| | |
| Contract Begins | October 1, 2010 |

G. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web addresses:

http://www.dhh.louisiana.gov/publications.asp?ID=1+CID=25 and http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4

II. Scope of Work

A. Project Overview

- DHH is seeking a contractor for the delivery of housing based support services to persons
 with disabilities, including those who are homeless or families with a member who has a
 disability who obtain housing through the State of Louisiana Permanent Supportive Housing
 (PSH) Initiative in Region III.
- 2. One mobile Housing Support Team will provide housing based supports to approximately 150 households of PSH units in Region III. These units, and therefore the full housing support team will be phased in over the next two years based on (a) completion of units and (b) the unit lease-up activities by the Shelter Plus Care and Section 8 Subsidy Administrators. Additional Housing Support Teams may be established at a later date depending on need.
- 3. The delivery of services will be based on the "Housing First" concept. The selected contractor must be familiar with this concept and have the ability to implement services that are culturally competent, based on evidenced-based best practices, and capable of addressing the person's mental health and co-occurring needs. Additionally, the supports provided will function similarly to an intensive, strengths-based case management program, in which the Housing Support Team will arrange for services but also provide many of the needed services. Housing Support Team services begin once an individual has been selected through the LLA for referral to a housing unit and will continue as long as the individual remains in the unit. The acceptance of services is not a requirement for tenancy of a PSH unit. Individual Housing Support Plans will be developed in concert with the tenant and if applicable, any other community based providers.
- 4. The selected contractor will also manage the Housing Establishment and Preservation System (E&P System) in accordance with CDBG guidelines (see Attachment IV). This reimbursement system is a "last resort" resource to assist applicants and tenants with the necessary costs of establishing and maintaining tenancy.
- 5. Persons/Households eligible for PSH services must meet all three of the following criteria:
 - a. Have a disability or a family member with a disability,
 - b. The disability is significant enough that the individual/household will probably not be able to maintain tenancy without supports,
 - c. Have a household income at or below 30% of Area Median Income, according to HUD guidelines.
- 6. Individuals who are homeless and meet all three of the above criteria will comprise at least one-third of the population receiving services. In addition persons who meet the three eligibility criteria and are (1) Individuals displaced by Hurricane Katrina or Rita, (2) inappropriately institutionalized, (3) or at risk of institutionalization will receive preference points during the tenant selection process. Some of the housing that will be available is designated elderly only. Only individuals who meet the age requirements for the elderly-only developments are eligible to obtain housing in those developments.
- 7. The success of the Region III PSH Initiative is dependent on the collaborative working relationship between the selected contractor and the Region III PSH Program. The Region III PSH Program is responsible for community outreach, managing the application process, conducting a lottery to select individuals for referral to a housing unit, and the training and oversight of the provider contracted to provide the housing based support services. The

selected contractor is responsible for the provision of high quality housing support services to the applicants and tenants as assigned by the PSH Program.

B. Deliverables

1. General Requirements

The selected contractor will be responsible for establishing and maintaining relationships with developers/ property managers; providing pre-tenancy services, managing the Housing Establishment and Preservation System and the provision of ongoing housing based support services needed to assist an individual to move into the unit and meet the basic obligations of tenancy. Further the selected contractor will accept all tenants referred by the Region III PSH Initiative, maintain positive relationships with developers and property managers, assist with linkages to other financial assistance programs and services, work collaboratively with other services providers, and will accept training and oversight from the Local Lead Agency (LLA).

a. Tenant Selection.

The LLA is responsible for the selection of individuals who will obtain housing and thereby receive the needed housing based support services to maintain tenancy. LLA will follow the tenant selection policy and procedures outlined in the DHH Tenant Selection Manual. A copy of this manual is available in the Procurement Library. The tenant selection process includes an open and closed application period, determination of preliminary eligibility, an appeal process, conducting a lottery, final determination of eligibility and then referral to available housing.

b. Referral to Housing.

Individuals/households who are determined eligible for referral to housing will be matched to available housing based on (a) interest in location, (b) eligibility for location, (c) affordability criteria of location, and (d) need for accessibility features. Once an individual/household is matched to an available unit, the Contractor's Tenant Services Liaison (TSL) will assist the individual in completing the application for housing. Once the TSL has been notified by the property manager that an individual has been accepted, the TSL will facilitate the development of a Move-In Plan, with the assigned housing support team member, that describes the tasks necessary to accomplish move-in, timeline for task completion, and persons responsible for accomplishing the task. This process is a collaborative process between the tenant, TSL and other assigned Housing Support Team members.

c. Delivery of Services by Housing Support Team.

Upon referral from the LLA, the Housing Support Team is responsible for the delivery of individualized housing supports that are designed to assist the individual/household to obtain and maintain tenancy.

d. Management of the Housing Establishment and Preservation System.

The LLA will develop and implement policies and procedures that are in compliance with CDBG regulations to administer the Housing Establishment and Preservation (E&P) system. The Contractor will implement the E&P system according to these policies and procedures and manage the funds through assisting applicants and tenants with approved purchases, deposits etc. These activities will also include the issuing of payments and maintaining documentation necessary for reimbursement.

2. Establishment of Office

The Housing Support Team office must be located in the Region III geographic area and the location should be safe, secure and accessible to persons with physical disabilities. This includes adequate working space and sufficient areas for confidential conversations. The successful contractor must provide organizational support for the operation of the housing support team. The minimum required office hours are from 9:00 am to 5:00 pm, Monday through Friday.

3. Establishment of Housing Support Team

a. The Housing Support Team will include one Team Leader/Tenant Services Liaison, seven community support specialists and one peer support specialist. Team members should have varied experience in working with the eligible target populations so that the team as a whole has as wide an experiential background as possible. The following table provides information on job responsibilities and minimum qualifications:

| Position Title | Duties | Minimum Qualifications |
|---|---|--|
| Team Leader/Tenant Services Liaison (1 FTE) | Provide overall leadership to the team by demonstrating a person-centered approach to services and ensuring team members follow this model of service delivery. Setting up processes and procedures that ensure assessments, plans and services are provided within required timeframes, are tenant-driven, are completed in conjunction with other community providers, and meet the requirements set out in policy and rule. Making caseload assignments. Managing a small caseload directly. Chairing staff meetings and assigning staff to daily activities on behalf of tenants. Assisting team members with problem-solving. Other supervisory duties as required. Responsible for serving as liaison between tenants and property managers; assisting eligible tenants with pre-tenancy and move-in activities; and establishing and maintaining positive working relationships with property managers whose developments include PSH units. Specific duties may include but not limited to: • Establish and conduct routine meetings with all assigned property managers assigned; • Assist the LLA with application screening and determining eligibility; • Monitor unit availability status with all assigned property managers; • Develop expert knowledge of the leasing requirements for all PSH units; • Develop expert knowledge in | Masters degree in social work or other human services area; Minimum of three years of experience in effective provision of direct services to members of one of the eligible populations Demonstrated leadership skills in a team environment Demonstrated writing and public speaking skills. Demonstrated problem solving skills. Basic proficiency in Microsoft Word and Excel. Desirable: Possess qualities and skills needed to engage a diverse tenant population Possess the necessary values (e.g., believe people can recover; believe in a housing first approach) |

| | reasonable accommodations for persons with disabilities; • Become proficient in tenant landlord law and the rights and obligations of tenancy; • Coordinate the referral process of tenants to property managers; • Assess eligible applicants for pretenancy needs and jointly develop a pre-tenancy support plan; • Coordinate move-in activities for tenants with the LLA and Housing Support Team; • Identify and respond to issues and concerns of assigned property | |
|---|--|---|
| | Serve as liaison between tenants and property management, including, but not limited to, reasonable accommodation issues, move-in issues, and maintaining tenancy; Provide training to a variety of groups related to PSH program as assigned; and Share on-call responsibilities with the Housing Support Team. | |
| Community Support Specialist (7 FTE) | Overall management of housing supports and services including, conducting strength based needs assessment; develop, implement, monitor, evaluate and modify a personcentered housing support plan; make referrals to community-based services; working closely with other community service providers working with each tenant; assist in accessing and maintaining entitlements/benefits; advocate for needed services; assist tenants in meeting the obligations of tenancy; problemsolving conflicts; and maintain assigned program records. Assist other team members as needed. | Bachelor's degree in social service or other human services area Desire to work with a diverse tenant population Minimum one year of experience in effective provision of direct services to members of one of the eligible populations Demonstrated respect for individuals Demonstrated ability to work in a team environment |
| Peer Support Specialist (1FTE) | Provide support and direct assistance to tenants based on an individualized housing support plan. Assist/train tenants in daily life skills, transportation, communication, and self advocacy. Maintain assigned program records. Assist other team members as needed. | Self-identify as having a disability and received or currently receiving services for the identified disability. Demonstrated basic writing skills Demonstrated skills necessary to engage a diverse group of individuals Demonstrated ability to work in a team environment |

b. Additionally:

- At least one individual self-identified as having received or currently receiving services as a person with a disability must be employed as a team member;
- Professional staff with experience working with one or more of the eligible populations will be employed as team members;
- At least one community support specialist must have a master's degree in social work or related field;
- The Region III PSH Program reserves the right to mandate the professional experience of the team (i.e., one team member has experience working with the elderly; one team member has experience working with persons with HIV/AIDS, cooccurring populations, etc.) based on the assessment of the needs of the tenants when maximum caseloads are achieved.

4. Individual Assessments

Each individual will receive a pre-tenancy assessment (format provided by Region III PSH) within 14 days of the start of services. A more thorough assessment will be completed within 45 days of the person being housed.

5. Individual Housing Support Plans

The Housing Support Team will develop an individualized Housing Support Plan for each tenant. The plan will be person-centered and developed with the tenant, members of the tenant's support network and any community service provider providing services to the tenant. The plan will be the tenant's plan for successful tenancy and will guide the services to be provided by the HST. Region III PSH will provide the Housing Support Plan format with an emphasis on it being "user friendly" for the tenant. The Housing Support Plan will include measurable goals and interventions. The Plan must be reviewed at least quarterly and rewritten annually. The Housing Support Plan must be completed within 30 days after completion of the assessment. The development of the Housing Support Plan must incorporate the following:

- An awareness of and sensitivity to the lifestyle and cultural preferences of the person.
- The belief that adults have a choice in lifestyle and are supported in achieving their own future vision.
- Identification of needs, barriers, and concerns will be based on the goals, capabilities, strengths and preferences of the person.
- Skills are best learned in natural environments.
- Professionals work in partnership with the tenant and the person's preferences and choices are given the full attention and respect of all team members.

6. Delivery of Housing Based Support Services

- a. The contractor selected to provide the housing based support services is required to adhere to an approach to services that is tenant-driven, individualized, and communitybased. The Housing Support Team will be required to employ best practices in the delivery of the housing based supports. This includes: (a) person-centered planning, (b) motivational engagement strategies, (c) harm reduction, (d) crisis intervention and prevention strategies, stages of change, team approach with shared caseload, and supports in natural settings.
- b. The Housing Support Team, at a minimum, will be expected to provide the following services:

i. Pre-Tenancy Services:

Once an individual has been referred to the Housing Support Team by the LLA, the housing support team will begin engaging the person to build trust and establish ongoing contact. Further the Housing Support Team shall:

- Maintain monthly contact with the person;
- Update address and contact information as needed;
- Develop a profile with contact information to help locate difficult to find persons;
- Complete a Pre-Tenancy assessment;
- Make referral for other needed services or resources;
- Maintain contact with any other agencies providing services to the person.

ii. Move-in Assistance:

After an individual has been approved for a PSH unit, the Housing Support Team will work collaboratively with the individual to provide move-in assistance as well as access to the Housing Establishment and Preservation System (E&P System). The following move in activities, at a minimum, will be available to the individual:

- Assist the individual to understand basics of landlord tenant law and lease requirements;
- Assist individual with security deposit, securing furniture and other household items:
- Assist individual to access E & P System and other available financial assistance if necessary;
- Assist individual in familiarizing themselves with his/her home and new neighborhood;
- · Assist individual with securing necessary utilities;
- Assist individual to establish direct deposit/payment accounts.

iii. Housing Stabilization Services

After an individual has successfully established tenancy, the HST will continue to work with the individual by providing those stabilization services needed and desired to ensure long-term tenancy and stability in the housing situation, as identified on his/her housing support plan. The following services, at a minimum, will be available to the individual:

- Establishment of routine contact with individual to ensure early detection of any housing issues;
- Provision of ongoing housing related skills training if needed and identify any issues that may require additional training by others;
- Work with Tenant Services Liaison to resolve any landlord conflicts:
- Skills training in home maintenance and safety;
- Budget development, money management training/counseling.

iv. Service Coordination

It is anticipated that some individuals accepted as PSH tenants will have an existing package of services. For those individuals the following services will be available:

- Establishment of contact and a working relationship with each tenant's primary service provider in accordance with established protocols:
- Participation on the tenant's treatment or services team;
- Referral and assistance in accessing benefits such as SSI, Food Stamps, Medicaid, medical treatment, substance abuse treatment, mental health services, etc.

- Coordination of meetings with tenant's service provider(s) when needed to resolve issues.
- c. The Housing Support Team (HST) will provide case management services that are clinical, as well as referral and brokering, in nature. This includes but is not limited to:
 - Housing related services, such as daily living skills, budgeting, recreation and social network building activities that are not provided by another community provider will be provided directly by the HSTs.
 - ii. Services, such as medical, mental health and substance abuse treatment will be provided through referral to appropriate community agencies.
 - iii. Assistance to tenants in accessing organizations that can provide assistance in filing for benefits and resolving tenancy issues.
 - iv. Assistance to tenants in linking to community resources to meet their individual needs, such as ombudsmen services, child, adult or elderly protective services, support enforcement, or advocacy groups.
 - v. All services are voluntary however the HSTs will maintain contact with tenants who are refusing to accept PSH services. This will include at least weekly contact to explain and offer services during the first thirty days of assignment to the team, followed by at least monthly contact thereafter. During these contacts, efforts will be made to assess the tenant's compliance with the lease requirements.
 - vi. During the first thirty days of assignment to the team, efforts will be made to complete as much of the community skills assessment as possible. The team will develop and implement a plan to engage the tenant based on the tenant's strengths, needs, interests and preferences.
- d. Some tenants may be enrolled with other community providers and receiving services that are similar to those available by PSH. These services will be identified during the assessment process. The HST will:
 - i. Obtain consents for releases of information allowing HST members to contact the community service providers providing services of PSH tenants.
 - ii. Arrange a formal meeting with the tenant and all community service providers to begin the Housing Support Plan development. At this meeting a written agreement between the community service providers and the HST will be developed that identifies division of responsibilities and how the service providers will assist the HST and tenant to meet the obligations of tenancy. This agreement will include periodic reporting by all parties on the tenant's progress and current status.
 - iii. Maintain regular, at least quarterly, contact with each tenant's other community service providers.

7. Development of Crisis Prevention and Intervention Plan

a. Crisis prevention and intervention will be integral components of the individualized Housing Support Plan. Beginning with the initial assessment, where identification of the tenant's clinical, medical and housing crisis history, including identification of triggers, stressors and preferred intervention strategies will occur, HST staff will work with the tenant and other community service providers to establish a personalized crisis prevention and support plan for each tenant. At the earliest signs of an impending crisis, this plan will be implemented, which will likely include increased community provider and/or HST contact as well as mobilization of and coordination with the tenant's support network. In addition, the HST will maintain a 24 hour on-call system that will provide telephonic and on-site support as needed. Tenants and their family/support network will be provided the on-call phone number for their HST.

- b. Housing related crisis (those situations that may result in eviction) will be managed by the HST. The HST and the community service provider's response to a housing related crisis will be described in the individualized crisis prevention and support Plan.
- c. The HST will work closely with the tenant's medical care team (doctor, nurse, etc.) for tenants who have physical disabilities or chronic illnesses to develop a specific plan for addressing known potential medical crisis events. The HST will provide support during these events as needed.
- d. Clinical crises (those situations that may result in functional decompensation and/or hospitalization) will be addressed in the Housing Support Plan and will identify the community provider as the first responder. If the HST is contacted to deal with a clinical crisis, the crisis prevention and support plan will guide the team's response. The HST will be trained on the process for referring individuals to the crisis system, as it currently exists and as it evolves. In the event of a housing related, clinical or medical crisis, the HST will also work closely with the community service providers to ensure their knowledge and involvement in the situation as appropriate. Further, the HST will ensure that all follow-up activities to assist the tenant and a plan for minimizing a reoccurrence with the responsible person for implementing each activity are established. A monthly crisis report will be submitted to the assigned Tenant Services Liaison.
- e. To ensure that crises are minimal and that responses to crises are prompt and effective, the contractor will facilitate and/or directly engage in the following:
 - i. Ensure that crisis prevention strategies for each specific population served are identified and clearly communicated to all Housing Support Team members.
 - ii. Ensure that lease requirements are clearly communicated to each tenant,
 - iii. Ensure that Housing Support Team members participate in training and are aware of signs of psychiatric crises; and drug intoxication or withdrawal,
 - iv. Ensure that HST members are trained in crises prevention techniques for specific populations and basic first aid, and ensure that procedures are established and disseminated to members of the Housing Support Team for responding to psychiatric and medical emergencies.
 - v. Provide a 24/7 mobile on-call capability to respond to crisis and emergencies.

8. Management of the Housing Establishment and Preservation System

The Supportive Services Grant that provides the funding for all housing support services requires each PSH program to set aside a portion of these dollars under a Housing Establishment & Preservation system to assist PSH-eligible individuals with one-time costs associated with moving into permanent supportive housing (PSH) as well as some allowable costs to help clients maintain tenancy. These funds may be administered through a contracted provider agency in accordance with the guidelines provided in Attachment IV. These resources will only be utilized when other resources are not available to meet tenant needs and DHH encourages LLAs and PSH contracted providers to establish partnerships with entities in the community (second hand furniture banks, utility company deposit waiver fee programs, etc.) to meet these needs whenever possible. The Region III PSH Initiative has set a maximum limit of \$750 per unit for the E&P System. All expenditures of the E&P require prior approval from the Region III OMH PSH Program Manager.

9. Compilation of Tenant Demographic, Service Need and Service Delivery Data

The Department mandates the tracking of demographic data, tenant service need, and service delivery for all tenants of the PSH program. The contractor is mandated to compile the data either manually or via technology according to the direction provided by the LLA.

10. Participation in Training and Technical Assistance.

The Region III PSH program, in conjunction with DHH and the Technical Assistance Collaborative, will provide all required training for the HST. As much as possible the training will occur locally. However, the contractor must plan for travel costs for five (5) days of training for each team member in Baton Rouge annually, without the need for an overnight stay.

11. Recordkeeping and Reporting Requirements

a. Programmatic

- Contractor will protect tenant records against loss, tampering, or unauthorized use. Contractor shall protect and maintain the confidentiality of tenant's records and will release tenant information only with the written consent of the tenant/legal guardian or by court order.
- ii. Contractor will collect and enter data into the Region III PSH-designated program which includes entry of service logs, tenant data sheets and tenant assessment forms and a monthly submission of tenant service time summaries.
- iii. The Contractor will provide monthly statistics reports detailing outcomes data, number of persons served, number and type of services provided, and other data relating to services provided by the HST to the contract monitor.
- iv. The Contractor shall maintain a case record on each tenant/household receiving housing based support services through the program. Case records will be retained as required by Community Development Block Grant regulations. At a minimum, this case record shall consist of:
 - demographic and identifying information;
 - referral form including medication prescribed, diagnosis, target population information;
 - strengths assessment based on life areas completed during admission process, as well as updated whenever a significant change in that information occurs or at least every twelve (12) months;
 - collection of relevant tenant record information from agencies whom the tenant has received treatment:
 - written housing support plans initially completed within 30 days of admission and updated whenever a significant change in that information occurs or at least every 180 days;
 - crisis plans;
 - service logs completed for each service contact with or about a tenant;
 - tenants served will fill out satisfaction surveys annually; and
 - closing summary including summary of program outcomes based on life areas and related to service plan, current needs, community referrals, and reason for case closure.
 - Information releases, waivers of confidentiality
- v. Records shall be maintained on all personnel and volunteers involved in the program and meet compliance with state licensure. All records will be made available for inspection by Region III PSH or other Department designees.

b. Fiscal

- i. Contractor will employ record keeping / receipt procedures, which will provide an audit trail for expenditures and income received. Fiscal and record-keeping procedures will follow Community Development Block Grant (CDBG) requirements. Appropriate financial documentation for reimbursement must be submitted monthly to the LLA, utilizing LLA approved forms. The LLA will provide technical assistance in establishing financial and record keeping procedures. Failure to establish and retain adequate documentation may result in disallowance of such expenditures and represents a contractual breach.
- ii. Contract funds may only be spent on eligible activities and for eligible costs. The services contractor will be expected to use GAAP accounting procedures acceptable to DHH to document expenditures. A Region III OMH accountant will monitor contract invoices and finances.
- iii. The contractor will have an annual independent audit conducted.
- iv. The Contractor will be held to standards set by the State and outlined in the contract regarding service expenditures.

C. Contract Compliance

- 1. The LLA will utilize the services of a Region III OMH contract monitor to monitor contracted services and outcomes.
- 2. The contractor is required to comply with all CDBG and related requirements. These include meeting standards for:
 - financial management
 - procurement
 - labor
 - use of debarred contractors
 - conflict of interest
 - discrimination
- 3. The OMH Contract Monitor will also monitor for compliance in areas referenced in the Cooperative Endeavor Agreement between DHH and the LLA and covered by 24 CFR Part 570 (CDBG regulations), 24 CFR Part 84/85 (financial management) as well as OMB Circulars A-122/133.
- 4. Monthly service reports will be monitored to assure outcomes and performance indicators are being met.

D. Program Goals

- 1. 100% of program participants accepting services will have an Individualized Housing Support plan.
- 2. 80% of tenants will have successful tenancies of two or more years.
- 3. 75% of consumers surveyed will report they received the services they needed and wanted.
- 4. 75% of consumers surveyed will be satisfied with the amount of time members of the Housing Support Team spent with them.
- 5. 100% of the tenants will have assistance in establishing a home, (i.e., getting utilities turned on, purchasing household goods and furniture); refusal of assistance will be documented.
- 6. 100% of tenants who enter the PSH unit with existing services will have a plan for service coordination.
- 7. 100% of tenants will receive assistance in accessing needed additional services and supports as requested/identified.
- 8. 100% of the expenditures of the Housing E&P System will be for approved purchases.

E. Liquidated Damages

- In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess.
 - a. Failure to fill vacant contractually required key staff positions within 90 days \$500 per working day from 91st day of vacancy until filled with an employee approved by the Department.
 - b. Failure to maintain all consumer files and perform all file updates according to the requirements in the contract, as evidenced in consumer files when reviewed during monitoring site visit \$100 per consumer.
 - c. Failure to maintain all employee files and complete all required training according to the requirements in the contract, as evidenced in employee files and/or training records when reviewed during monitoring site visit \$100 per employee.
 - d. Failure to ensure that 100% of the expenditures of the Housing E&P System are for approved purchases only \$100 per unapproved expenditure.
- 2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
 - a. The duration of the violation:
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the Consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.

F. Fraud and Abuse

- 1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
- 2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

G. Technical Requirements

The Contractor must maintain hardware and software compatible with current DHH requirements which are:

- IBM compatible PC,
- Pentium 4, Celeron or equivalent processor (or compatible successors),
- 2 Gig of RAM memory,
- Enough spare USB ports to accommodate thumb drives, etc.
- 10 Gig free hard drive space (suggest 80 Gig hard drive for the system);
- Ethernet LAN interface for laptop and desktop PCs

- Color monitor;
- Printer compatible with hardware and software required;
- High speed internet with email;
- CD ROM;
- Windows XP, SP3 or later version of operating system (minimum);
- Windows Internet Explorer 7.0 (or later)
- Microsoft Office 2003 or later;
- Acrobat Writer 2003 or later;
- Appropriate firewalls for internet security.
- Compliant with industry-standard physical and procedural safeguards for confidential information (NIST 800-53A, ISO 17788, etc.).

H. Subcontracting

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

I. Insurance Requirements

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Compensation Insurance

Before any work is commenced, the Contractor shall obtain and maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed to provide services under the contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor

shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

3. Commercial General Liability Insurance

The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect Contractor, the Department, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by the Contractor or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the Department. Such insurance shall name the Department as additional insured for claims arising from or as the result of the operations of the Contactor or its subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. Insurance Covering Special Hazards

Special hazards as determined by the Department shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

5. Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

6. Subcontractor's Insurance

The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

J. Resources Available to Contractor

The Region III OMH will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

K. Contact Personnel

All work will be performed under the direct supervision of the Office of Mental Health Region III Permanent Supportive Housing Program. That contact will be provided to the successful proposer during contract negotiations.

L. Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of 36 months. There may be a possible extension for an additional 24 month period; however, all contracts extending beyond the original 36 months

must be approved by the Joint Legislative Committee on the Budget (JLCB). The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

M. Payment

The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the contract monitor.

III. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each Proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until an award is made.

C. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject any or all proposals received in response to this solicitation. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of nolo contender to any state felony or equivalent federal crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

D. Award Without Discussion

The Secretary of DHH reserves the right to make an award without presentations by proposers or further discussion of proposals received.

E. Proposal Cost

The proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any proposal submitted in response to this RFP, and shall not include this cost or any portion thereof in the proposed contract price

F. Ownership of Proposal

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

G. Procurement Library/Resources Available to Proposer

Relevant material related to this RFP will be posted at the following web address: http://www.dhh.louisiana.gov/publications.asp?ID=1+CID=25

H. Proposal Submission

- All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
- 2. Proposer shall submit one (1) original hard copy and should submit one (1) electronic copy and eight (8) hard copies of each proposal. No facsimile or emailed proposals will be accepted. The cost proposal and financial statements should be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
- 3. Proposals must be submitted via U.S. mail, courier or hand delivered to:

If courier mail or hand delivered:
Mary Gonzalez
Department of Health and Hospitals
Division of Contracts and Procurement Support
624 N 4th Street
Baton Rouge, LA 70802

If delivered via US Mail:
Mary Gonzalez
Department of Health and Hospitals
Division of Contracts and Procurement Support
624 N. 4th Street
P.O. Box 1526
Baton Rouge, LA 70821-1526

I. Proprietary and/or Confidential Information

- The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstances. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
- 2. For the purposes of this RFP, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this RFP shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information submitted in conjunction with this RFP may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
- 3. The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal

sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

- 4. Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".
- 5. Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, DHH will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must take legal action as necessary to restrain DHH from releasing information DHH believes to be public record.
- 6. If the proposal contains confidential information, a redacted copy of the proposal must be submitted. If a redacted copy is not submitted, DHH may consider the entire proposal to be public record. When submitting the redacted copy, it should be clearly marked on the cover as "REDACTED COPY". The redacted copy should also state which sections or information has been removed."
- 7. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

J. Proposal Format

- 1. An Item-by-item response to the Request for Proposals is requested.
- 2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

K. Requested Proposal Outline

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

L. Proposal Content

- 1. Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. It should also include information that will assist the Department in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.
- 2. Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.
- 3. Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section II.

4. Introduction/Administrative Data

- a. The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of DHH insert office/program/region name as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
- b. This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the Proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- c. This section should also include the following information:
 - i. Location of Active Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii. Name and address of principal officer;
 - iii. Name and address for purpose of issuing checks and/or drafts;
 - iv. For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v. If out-of-state Proposer, give name and address of local representative; if none, so state:
 - vi. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
- vii. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
- viii. Proposer's state and federal tax identification numbers.
- d. The following information **must** be included in the proposal:

- i. Certification Statement: The proposer must sign and submit the attached Transmittal Statement (See Attachment I).
- ii. Proposer shall guarantee that there will be no conflict or violation of the Ethics Code if it is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.
- iii. Proposer shall guarantee that the entire proposal will be valid for a period of 120 days after the submission date
- iv. Proposer shall guarantee that the proposal submitted shall become a contractual obligation and valid if a contract is awarded.

5. Work Plan/Project Execution

The Proposer should articulate an understanding of, and ability to effectively implement services in an evidence-based manner as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. The work plan must include a description of how after hours crisis calls will be handled, strategies and timelines for collaboration with primary service providers, and strategies for engaging individuals who refuse services.
- d. Strategies that demonstrate the implementation of best-practices must be included in the work plan.
- e. The work plan must also detail how the proposer will maintain communication with Region III OMH, ensure communication among program staff and HST members, and work collaboratively with a tenant's service provider(s) to ensure that no gaps or duplication of services occur.
- f. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served. In addition a chart indicating which project staff positions will be filled with current staff and which positions will require the contractor to hire staff should be included.
- g. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- h. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- i. Describe approach and strategy for project oversight and management.

- j. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.
- k. Demonstrate an understanding of and ability to implement data collection as needed.
- I. Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- m. Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- n. Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- o. Identify all assumptions or constraints on tasks.
- p. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- q. If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor.
- r. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

6. Relevant Corporate Experience

- a. The proposal should indicate the firm has a record of prior successful experience in the design and implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name, email address and telephone number of each contact person.
- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

7. Personnel Qualifications

a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.

- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Resumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - Experience with proposer.
 - Previous experience in projects of similar scope and size.
 - Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

8. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of policies and procedures manuals, inclusive of organizational standards, employee expectations, consumer rights, and ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.

9. Corporate Financial Condition

- a. The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.
- b. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

10. Cost and Pricing Analysis

- a. The selected contractor(s) must adhere to Federal Regulations 24-CFR Part 84 and OMB Circulars A-122 and A-110 for federal regulations regarding financial management, procurement, labor, conflict of interest and discriminations. Under CDBG guidelines, as they relate to this project, all allowable costs must be direct costs tied directly to project activities. Therefore a labor rate will be calculated at the time of contract negotiations as the rate for reimbursement. The following are examples of direct costs:
 - Salary and fringe as it relates to the HST members
 - Salary and fringe for staff supervision HST staff only for the percentage of the

time in actual supervision that can be documented (i.e., with time sheets).

- Salary and fringe for staff managing the Housing E&P Fund only for the percentage of time in actual work with the Fund that can be documented
- Office rent and utilities utilized by the Housing Support Team
- Supplies and materials utilized by HST members
- Mileage for travel by the HST members
- Audit costs related specifically to an audit program.
- b. Federal regulations concerning CDBG dollars do not allow funding of a general percentage of a proposer's "overhead" or administration costs. However, costs directly related to carrying out project activities and which can be documented as required by the federal government should be included in the budget.
- c. Proposers should include the amount of funds to be expended to applicants and tenants from the E&P system in their cost proposals. This amount should be a distinct budget item, separate from other costs.
- d. Proposer must specify costs for performance of all tasks. An item by item breakdown of costs shall be included in the proposal. Proposer shall include all anticipated costs of successful implementation of all deliverables outlined in Section II. The cost proposal shall be based on the establishment of one Housing Support Team per year, for three years. A budget line item indicating a sum for administrative fees is not allowed. All expenses shall be itemized in the budget. Attachment VI provides a budget template to use.

M. Evaluation Criteria

The following criteria will be used to evaluate proposals:

- 1. Evaluations will be conducted by a Proposal Review Committee.
- 2. Evaluations of the financial statements will be conducted by a member of the DHH Fiscal Division.
- 3. Scoring will be based on a possible total of 100 points and the proposal with the highest total score will be recommended for award.

4. Cost Evaluation:

a. The proposer with the lowest total cost for three years shall receive 10 points. Other proposers shall receive points for cost based upon the following formula:

$$CPS = (LPC/PC)^* 10$$

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all Proposers

PC = Individual Proposal Cost

- b. The assignment of the 10 points based on the above formula will be calculated by a member of the DHH Contracts Office staff.
- c. Additionally, a maximum of 15 points may be awarded for the cost criteria based on evaluation of reasonableness of cost based on economies of scale, adequate

budget detail, and justification that all cost is consistent with the purpose, objectives, and deliverables of the RFP.

d. The DHH Deputy Undersecretary may provide assistance with the evaluation of the additional 15 points.

5. Evaluation Criteria and Assigned Weights:

| Evaluation Criteria | Assigned Weight |
|-----------------------------------|-----------------|
| | |
| Introduction/Understanding of RFP | 20 |
| Work Plan/Project Execution | 20 |
| Corporate Experience | 10 |
| Qualification of Personnel | 20 |
| Financial Statements | 5 |
| Cost | 25 |
| Total | 100 |

N. ANNOUNCEMENT OF AWARD

The Department will award the contract to the proposer with the highest graded proposal and deemed to be in the best interest of the Department. All proposers will be notified of the contract award. The Department will notify the successful proposer and proceed to negotiate contract terms.

IV. CONTRACTUAL INFORMATION

- 1. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1/attached) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded.
- 2. Mutual Obligations and Responsibilities: The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.
- 3. Performance Bond-For all contractors (for profit or not for profit) awarded contracts through the RFP; the Department shall require the contractor, within 10 days of signing the contract, to procure, submit, and maintain a Performance Bond in the amount of 10% of the annual contract amount, or in lieu of a Performance Bond, the Contractor may submit an irrevocable letter of credit for 10% of the annual contract amount. The letter of credit must provide that the Department can access the credit upon breach of contract by the contractor.

OR

Retainage-As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor and acceptance by the Department, may secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis.

- 4. In addition, to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:
- 5. Personnel Assignments: The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
- 6. Force Majeure: The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.
- 7. Order of Precedence: The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.
- 8. Entire Agreement: This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.

- 9. Board Resolution/Signature Authority: The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.
- 10. Warranty to Comply with State and Federal Regulations: The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.
- 11. Warranty of Removal of Conflict of Interest: The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.
- 12. If the contractor is a corporation, the following requirement must be met prior to execution of the contract:
 - a. If a for-profit corporation whose stock is not publicly traded-the contractor must file a Disclosure of Ownership form with the Louisiana Secretary of State.
 - b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
 - c. The contractor must provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

Attachments:

I: Certification Statement

II: DHH Standard Contract Form (CF-1)

III: HIPAA

IV: Housing E&P Systems Guidelines and Request Form

V: CDBG Statement of Assurances

VI: Budget Template

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

| Date | |
|---------------------------|--|
| | |
| Official Contact Name | |
| | |
| Email Address | |
| | |
| Fax Number with Area Code | |
| | |
| Telephone Number | |
| | |
| Street Address | |
| | |
| City, State, and Zip | |

Proposer certifies that the above information is true and grants permission to the Department to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- 1. The information contained in its response to this RFP is accurate;
- 2. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- 3. Proposer's quote is valid for at least 120 days from the date of proposer's signature below;
- 4. Proposer understands that if selected as the successful Proposer, it will have <u>13</u> business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document
- 5. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that it, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at (www.epls.gov)

| Authorized Signature: | |
|------------------------|--|
| Typed or Printed Name: | |
| Title: | |
| Company Name: | |

AGREEMENT BETWEEN STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

| AND | | | | | | | |
|--|--|-------------------------|------------------------------|----------------------------|--------------------------|----------------|--------------|
| | FOR | | | | | | |
| | ☐ Personal Services | ☐ Professional Services | ☐ Consul | ting Services | □ Social : | Services | |
| 1) | Contractor (Legal Name if Corporation) 5) Federal Employer Tax ID# or Social Security # (11 digits | | | | ecurity # (11 digits) | | |
| 2) | Street Address | | 6) Parish(es) Served | | | | |
| | City and State Zip Code | | 7) License or Certification# | | | | |
| 3) | Telephone Number | | | 8) Contractor | | | |
| 4) |) Mailing Address (if different) | | | Subrecipie Corporation | | □ Yes □ Yes | □ No □ No |
| | | | | For Profit: | | ☐ Yes | □ No |
| | | | | Publicly T | raded: | ☐ Yes | □ No |
| | City and State Zip Code | | | 8a) CFDA#(Federal Grant #) | | | |
| 9) Brief Description Of Services To Be Provided: Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached. | | | | | | | |
| 10) |) Effective Date 11) Termination Date | | | | | | |
| 12) | 12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date. | | | | | | |
| 13) | Maximum Contract Amount | | | | | | |
| 14) | 14) Terms of Payment If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract. | | | | | | |
| | PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: | | | | | | |
| | | Title | | | Phone Nu | mber | |

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

- 1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
- Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
- 3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office.**

- 4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
- 5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
- 6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.

- 7. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
- 8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
- 9. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
- 10. All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.
- 11. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
- 12. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
- 13. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502...
- 14. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 15. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the

Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

- 16. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
- 17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
- 18. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
- 19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.
- 20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

21. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

| CONTRACTOR | | STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS | |
|------------------------------------|------|---|-------------------|
| SIGNATURE | DATE | SIGNATURE | DATE |
| NAME | | Alan Levine | |
| TITLE | | Secretary, Department of Hea | lth and Hospitals |
| Region III Office of Mental Health | | | |
| SIGNATURE | DATE | SIGNATURE | DATE |
| NAME | | NAME | |
| TITLE | | TITLE Assistant Secretar | V |

(Rev. 1/04)

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment to the contract.

- 1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
- 2. "Protected health information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 - "Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.
 - "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
- 4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
- 5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
- 6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
- 7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
- 8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
- 9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a

request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.

- 10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
- 11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
- 12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
- 13. Compliance with Security Regulations:
 - In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
- 14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
- 15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

Louisiana Permanent Supportive Housing (PSH) Initiative Housing Establishment & Preservation System Guidelines

Summary

Louisiana's *The Road Home Plan* provides up to \$72 million in Community Development Block Grant (CDBG) funding for supportive services to be awarded to DHH-designated Local Lead Agencies (LLAs) responsible for implementing PSH in hurricane affected areas in the state. Each LLA must have an approved Service Plan and budget before it can be awarded supportive services funds in an amount up to \$25,000 per tenant over a period of five years (or \$5,000 per tenant per year). Each LLA's budget must set aside a portion of these dollars under a Housing Establishment & Preservation system to assist PSH-eligible individuals¹ with one-time costs associated with moving into permanent supportive housing (PSH) as well as some allowable costs to help clients maintain tenancy. These funds may be administered either directly by the LLA or through a contracted provider agency in accordance with the guidelines provided below. DHH expects that these resources will only be utilized when other resources are not available to meet tenant needs and encourages LLAs and contracted providers to establish partnerships with entities in the community (second hand furniture banks, utility company deposit waiver fee programs, etc.) to meet these needs whenever possible.

Eligible Use of E&P System Funds²:

In order to support eligible individuals in establishing themselves in PSH, the Housing Establishment & Preservation system may be used to pay for the following move-in expenses to each tenant once during the five-year grant period:

- tenant move-in costs including security and utility deposits
- essential furniture and other household goods (see Attachment A for eligible items)
- reasonable travel for a person during their housing search

Other allowable expenses may include the following as approved on a case-by-case basis:

- rental payment to hold an apartment for one month if a PSH unit is available and no applicant that meets the particular requirements for the unit is available for referral.
- short-term/emergency rental assistance for up to 3 months per tenant to cover the cost of lost rental
 income when a tenant is unable to pay. In such cases, if the tenant is in a unit that includes some
 type of project based rental assistance, the LLA will only pay the tenant's portion of the rent using the
 E&P funds.

Ineligible Use of Funds:

Housing Establishment & Preservation system may not be used in the following ways:

- To make cash payments directly to tenants; payment must be made to the vendor
- To cover the costs of goods or services not allowable under CDBG including but not limited to clothing, food, alcohol, entertainment and long-term shelter (i.e., longer than 3 months)
- To cover support services costs.

Allowable Per Tenant Amount:

LLAs should establish a minimum or average range per tenant (e.g., \$500-700) for the Housing Establishment & Preservation system based on local costs; this amount should be set and remain the same for budgeting purposes for at least one year at a time. A reasonable ceiling amount (e.g., \$1,000 per tenant) should also be established. The overall budgeted amount for the Housing Establishment & Preservation system should be reflective of the established minimum or average and the number of tenants anticipated to be served. It is the responsibility of the LLA to assure that each tenant moving into a PSH has access to the resources available through the Housing Establishment & Preservation system unless they have another source of funds to cover these expenses (i.e., clients on a Waiver program that covers move-in and transition

¹ Please refer to the LLA Services Plan template for a list of eligible target populations.

² It is not likely there will be sufficient funds to cover all of these costs for any one individual. Therefore, LLAs should target funds to cover only those items for which no other resources are available.

expenses). Therefore it is important for LLAs to establish a policy for a ceiling at the beginning of the program.

Application, Management & Approval:

All requests for funds must be made in writing and include:

- date of request
- client identifier, name or number
- name of vendor to whom payment will be remitted
- · amount of request
- specify use of requested funds (e.g., security deposit, furnishings)
- justification for expenditure including an explanation of the fact that other resources are unavailable to client
- staff person making request
- date(s) and amount of previously requested and/or approved funding requests

If a contracted provider is responsible for managing day-to-day operations of Housing Establishment & Preservation activities, funds usage must still be approved by LLA's PSH Program Manager. Regardless of whether the Housing Establishment & Preservation system usage is managed directly by the LLA or by a contract provider, any request over the established average per tenant must have two approval signatures at the LLA level. LLAs or contracted providers administering Housing Establishment & Preservation resources for the PSH program will be required by DHH to track and report on fund usage and expenses on a quarterly basis. A request form *(see Attachment B)* and a tracking spreadsheet to record/report the amount of Housing Establishment & Preservation system resources used per tenant will be developed for use by the LLAs to avoid overspending over the five-year grant period.

Exception to Housing Establishment & Preservation System Procedures:

Once each LLA establishes its Housing Establishment & Preservation system procedures within the guidelines set forth in this document, any exceptions must be authorized by the DHH PSH Program Manager after a documented review of the demonstrated need for the individual case. All exceptions must also be noted in the guarterly reports to DHH.

Eligible Furniture & Essential Household Items

Dining Room:

- -dining table
- -chairs

Bathroom:

- -bath towels
- -hand towels
- -wash clothes
- -shower curtain
- -bath mat
- -small wastebasket

Kitchen:

- -dinnerware
- -glassware
- -flatware
- -cookware
- -coffeemaker
- -cutting board
- -can opener

- -measuring cups
- -measuring spoons
- -large wastebasket
- -pitcher
- -colander
- -vegetable peeler
- -salt & pepper shaker set
- -casserole dish

Living Room:

- -sofa
- -love seat or chair
- -table
- -lamp

Bedroom(s):

- -dresser & mirror
- -nightstand w/lamp
- -full or queen bed w/headboard -sheet set w/pillowcases
- -pillows
- -blankets
- -bedspread/comforter

Miscellaneous Items:

- -iron
- -ironing board
- -mop
- -broom
- -dustpan
- -vacuum

| Office of Mental Health/PSH Housing E&P Assistance Request Form | | | | | |
|--|---|--|--|--|--|
| Date of Request: | Staff Member Requesting: | | | | |
| Tenant Name: | Tenant #/ | | | | |
| Vendor (to whom check is to be | | | | | |
| Amount requested: | Type of □ Move-in costs request: □ Short-term/emergency rental assistance | | | | |
| below: | ds (e.g., security/utility deposits), if furniture/household items list (including other resources explored/used): | | | | |
| | | | | | |
| Date/Amount of previous request(s) for funds: Purpose: Approved: Y/N, date | | | | | |
| Signatures: | | | | | |
| Staff member submitting/: | | | | | |
| LLA PSH Program Manager: | | | | | |
| 2 nd signature (if over \$): | | | | | |
| Outcome of request: Date receipts on file: Other comments: | Office use: | | | | |

CDBG STATEMENT OF ASSURANCES

This Applicant/GRANTEE/Sub-recipient hereby assures and certifies that:

- 1. It possesses legal authority to apply for a Community Development Block Grant ("CDBG") and to execute the proposed CDBG program.
- 2. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/GRANTEE/Sub-recipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required.
- 3. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.
- 4. Its chief executive officer, or other officer or representative of Applicant/GRANTEE/Subrecipient approved by the State:
 - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
 - b. Is authorized and consents, on behalf of the Applicant/GRANTEE/Sub-recipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/GRANTEE/Sub-recipient's responsibilities and his or her responsibilities as an official.
- 5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to activities that will benefit low and moderate income families, aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency.
- 6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as amended and made part of State regulations; A-102 (Grants and Cooperative Agreements with State and Local Governments), as amended and made part of State regulations; OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), revised; OMB Circular A-21 (Cost Principles for Educational Institutions); A-122 (Cost Principles for Non-Profit Organizations); 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments) and 24 CFR Part 84 (Uniform Administrative Requirements For Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).
- 7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.

- 8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
- 9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/GRANTEE/Sub-recipient to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1971 and any other accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/GRANTEE/Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

10. It will comply with:

- a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/GRANTEE/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended the Applicant/GRANTEE/Subrecipient, this assurance shall obligate the Applicant/GRANTEE/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
- b. Section 104 (b) (2) of Title VIII of the Civil Rights Act of 1968 (42 U.S.C.A. §3601, et seq.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
- c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.

- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- f. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.
- 11. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u, Section 3) (24 CFR Part 135), as amended, requiring that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible Section 3 business concerns.
- 12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
 - a. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
 - b. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
 - d. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - e. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with

CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.

- 13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
- 14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
- 15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
- 16. It will ensure that the facilities under Applicant/Grantee/Sub-recipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
- 17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(f) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)).
- 18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469a-1 et. seq.), as amended, by:
 - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
 - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- 19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.
- 20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring

- entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- 21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government.
- It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.611, 24 CFR §85.36 and 24 CFR §84.42.
- 23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
- 24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code.
- 25. In relation to labor standards, it will comply with:
 - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
 - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
 - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §327 et seq.).
 - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
- 26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding.
- 27. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102–550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.
- 28. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
- 29. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national

primary and secondary ambient air quality standards.

- 30. In relation to water quality, it will comply with:
 - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
 - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
- 31. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860-40866).
- 32. With regard to wildlife, it will comply with:
 - a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
 - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

| Name of Organization | |
|---|--|
| Signature of Duly Authorized Representative | |
| Thus signed this date of: | |

Enter in Column 1 the percent of time the staff will devote to the project. In column 2 the number of months the position will be filled (should be 12months) In column 3 annual (12 months) salary rate for each position which will be filled for all or any part of the year.

Note: Must use this sample template to prepare a budget for each year of the contract

| Year 1 | | | |
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